Reports of Cases

JUDGMENT OF THE COURT (First Chamber)

11 November 2015*

(Reference for a preliminary ruling — Judicial cooperation in civil matters — Service of judicial and extrajudicial documents — Concept of an 'extrajudicial document' — Private documents — Cross-border implications — Functioning of the internal market)

In Case C-223/14,

REQUEST for a preliminary ruling under Article 267 TFEU from the Juzgado de Primera Instancia No 7 de Las Palmas de Gran Canaria (Court of First Instance No 7, Las Palmas de Gran Canaria) (Spain), made by decision of 28 April 2014, received at the Court on 7 May 2014, in the proceedings

Tecom Mican SL,

José Arias Domínguez,

THE COURT (First Chamber),

composed of A. Tizzano (Rapporteur), Vice-President of the Court, acting as President of the First Chamber, F. Biltgen, A. Borg Barthet, E. Levits and M. Berger, Judges,

Advocate General: Y. Bot,

Registrar: M. Ferreira, Principal Administrator,

having regard to the written procedure and further to the hearing on 25 March 2015,

after considering the observations submitted on behalf of:

— Tecom Mican SL, by T. Rosales Hernández, abogado,

— the Spanish Government, by A. Gavela Llopis, acting as Agent,

— the German Government, by T. Henze and J. Kemper, acting as Agents,

— the Hungarian Government, by M. Fehér and G. Koós, acting as Agents,

— the Portuguese Government, by L. Inez Fernandes, A. Fonseca Santos and R. Chambel Margarido, acting as Agents,

— the European Commission, by F. Castillo de la Torre and M. Wilderspin, acting as Agents,

after hearing the Opinion of the Advocate General at the sitting on 4 June 2015,

* Language of the case: Spanish.

gives the following

Judgment

1 This request for a preliminary ruling concerns the interpretation of Article 16 of Regulation (EC) No 1393/2007 of the European Parliament and of the Council of 13 November 2007 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters (service of documents), and repealing Council Regulation (EC) No 1348/2000 (OJ 2007 L 324, p. 79).

2 The request has been made in proceedings before the Juzgado de Primera Instancia No 7 de Las Palmas de Gran Canaria (Court of First Instance No 7, Las Palmas de Gran Canaria) brought by a commercial agent, Tecom Mican SL ('Tecom'), against a decision of the judicial officer of that court by which the latter refused, in the absence of legal proceedings, to effect service of a letter of demand on MAN Diesel & Turbo SE ('MAN Diesel').

Legal context

International law

3 Article 17 of the Hague Convention of 15 November 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters ('the 1965 Hague Convention') states:

'Extrajudicial documents emanating from authorities and judicial officers of a Contracting State may be transmitted for the purpose of service in another Contracting State by the methods and under the provisions of the present Convention.'

4 The Practical Handbook on the Operation of the Hague Convention (Permanent Bureau of the Hague Conference on Private International Law, *Practical Handbook on the Operation of the Hague Service Convention*, 3rd edition, Wilson & Lafleur, Montreal, 2006) states, in particular, that '[e]xtrajudicial documents differ from judicial documents in that they are not directly related to a trial, and from strictly private documents in that they require the involvement of an "authority or judicial officer"'.

EU law

5 By act of 26 May 1997, the Council of the European Union adopted, on the basis of Article K.3 of the TEU (Articles K to K.9 of the TEU have now been replaced by Articles 29 EU to 42 EU), the Convention on the service in the Member States of the European Union of judicial and extrajudicial documents in civil or commercial matters (OJ 1997 C 261, p. 1) ('the 1997 Convention').

6 That convention does not define the concept of an 'extrajudicial document'. Nevertheless, the Explanatory Report on the convention, drawn up on the basis of Article K.3 of the Treaty on European Union, on the service in the Member States of the European Union of judicial and extrajudicial documents in civil or commercial matters (OJ 1997 C 261, p. 26) states, in the commentary concerning Article 1 of that convention, as follows:

'... The term "extrajudicial documents", however, is not amenable to precise definition. It may be taken to cover documents drawn up by a public officer, for example a notarial deed or a writ, documents drawn up by Member States' official authorities or documents of a type or importance which require them to be transmitted and brought to the addressee's attention by official procedure.'

7 The 1997 Convention was not ratified by the Member States.

8 Inspired by the wording of that convention, Article 16 of Council Regulation (EC) No 1348/2000 of 29 May 2000 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters (OJ 2000 L 160, p. 37) provided:

'Extrajudicial documents may be transmitted for service in another Member State in accordance with the provisions of this Regulation.'

9 Article 17(b) of Regulation No 1348/2000 provided for the drawing up of a glossary of documents which may be served pursuant to that regulation.

10 That glossary formed Annex II to Commission Decision 2001/781/EC of 25 September 2001 adopting a manual of receiving agencies and a glossary of documents that may be served under Council Regulation No 1348/2000 (OJ 2001 L 298, p. 1, and, corrigenda, OJ 2002 L 31, p. 88, and OJ 2003 L 60, p. 3), as amended by Commission Decision 2007/500/EC of 16 July 2007 (OJ 2007 L 185, p. 24). It contained the information communicated by the Member States pursuant to Article 17(b) of Regulation No 1348/2000. In so far as concerns the Kingdom of Spain, it was stated, inter alia, that '[a]s regards the extrajudicial documents which may be served, these are non-judicial documents issued by public authorities that are competent to effect service under Spanish law'.

11 Regulation No 1348/2000 was repealed and replaced by Regulation No 1393/2007.

12 In accordance with recitals 2 and 6 in the preamble to Regulation No 1393/2007:

'(2) The proper functioning of the internal market entails the need to improve and expedite the transmission of judicial and extrajudicial documents in civil or commercial matters for service between the Member States.

...

(6) Efficiency and speed in judicial procedures in civil matters require that judicial and extrajudicial documents be transmitted directly and by rapid means between local bodies designated by the Member States ...'

13 Article 2(1) of that regulation provides:

'Each Member State shall designate the public officers, authorities or other persons, hereinafter referred to as "transmitting agencies", competent for the transmission of judicial or extrajudicial documents to be served in another Member State.'

14 Pursuant to Article 23(1) of the regulation, the Kingdom of Spain communicated to the European Commission the fact that it had designated the judicial officers of the national courts (Secretario Judicial) ('the judicial officer') as the 'transmitting agency'.

15 Articles 12 to 15 of Regulation No 1393/2007 lay down the 'other means of transmission and service of judicial documents'.

16 Article 16 of that regulation is worded as follows:

'Extrajudicial documents may be transmitted for service in another Member State in accordance with the provisions of this Regulation.'

Spanish law

17 Law 12/1992 on agency (Ley 12/1992, sobre contrato de agencia) of 27 May 1992 (BOE of 29 May 1992, 'Law 12/1992') transposed into Spanish national law Council Directive 86/653/EEC of 18 December 1986 on the coordination of the laws of the Member States relating to self-employed commercial agents (OJ 1986 L 382, p. 17).

18 Article 15(2) of Law 12/1992 provides:

'An agent shall have the right to be provided with the accounts of the principal to the extent that is necessary to allow him to check all the components concerning his commission and according to the form laid down in the Commercial Code. Equally, an agent shall also be entitled to demand that he be provided with all the information available to his principal and which he needs in order to check the amount of the commission.'

19 Under the heading 'Goodwill indemnity', Article 28 of Law 12/1992 provides:

'1. Where an agency contract for a fixed or indefinite period is terminated and the agent has brought the principal new customers or has significantly increased the volume of business with existing customers, the agent shall be entitled to an indemnity provided that the principal is capable of deriving substantial benefits from the business with such customers and that the payment of this indemnity is equitable having regard to any restraint of trade clause, the commission that the agent will lose on the business transacted with such customers and any other relevant circumstances.

...'

20 Article 31 of Law 12/1992 states:

'Actions for goodwill indemnity or for compensation for harm suffered must be brought within one year of the termination of the contract.'

The dispute in the main proceedings and the questions referred for a preliminary ruling

21 MAN Diesel, a company established under German law, and Tecom, a company established under Spanish law, concluded an agency contract in November 2009.

22 On 8 March 2012, MAN Diesel unilaterally terminated that contract, with effect from 31 December 2012.

23 Following termination of the contract, Tecom asked the judicial officer of the Juzgado de Primera Instancia No 7 de Las Palmas de Gran Canaria (Court of First Instance No 7, Las Palmas de Gran Canaria) on 19 November 2013 to effect service of a letter of demand on MAN Diesel, through the competent German authority, seeking, in accordance with Law 12/1992, payment both of an amount to which Tecom considered it was entitled by way of goodwill indemnity and of sums due for accrued and unpaid commission, or, in the alternative, disclosure of MAN Diesel's accounts. That letter stated, in addition, that the same demand had already been addressed to MAN Diesel in a previous letter of demand certified for official purposes by a Spanish notary.

24 On 11 December 2013, the judicial officer refused to grant the application made by Tecom on the basis that no legal proceedings had been brought requiring the judicial assistance sought to be granted.

25 On the following day, Tecom brought an application for review of that refusal, claiming that, according to the judgment in *Roda Golf & Beach Resort* (C-14/08, EU:C:2009:395), Article 16 of Regulation No 1393/2007 does not require legal proceedings to have been brought for service to be effected of an extrajudicial document such as the one at issue in the main proceedings.

26 In any event, on 13 December 2013 Tecom served another letter of demand on MAN Diesel through a Spanish notary, seeking payment of accrued and unpaid commission and of goodwill indemnity in order to comply with the limitation period of one year from the termination of the contract, laid down in Article 31 of Law 12/1992 for bringing an action for such an indemnity.

27 By order of 20 December 2013, the judicial officer dismissed the application for review and confirmed the refusal decision, stating that it was not possible to consider every private document as an 'extrajudicial document' of which 'service' can be effected within the meaning of Article 16 of Regulation No 1393/2007. In particular, he decided that only extrajudicial documents which, by their nature or formal character, produce certain legal effects fall within the scope of the regulation.

28 By letter of 2 January 2014, Tecom applied for judicial review of that order, claiming that a strictly private document may be served as an 'extrajudicial document', within the meaning of Article 16 of Regulation No 1393/2007.

29 The Juzgado de Primera Instancia No 7 de Las Palmas de Gran Canaria (Court of First Instance No 7, Las Palmas de Gran Canaria) pointed out that, according to the judgment in *Roda Golf & Beach Resort* (C-14/08, EU:C:2009:395), an 'extrajudicial document' is undoubtedly an independent concept of EU law and that the judicial cooperation referred to in that article and Regulation No 1393/2007 'may manifest itself both in the context of and in the absence of legal proceedings'. However, that court also stated that it had no means of determining whether a document that was neither issued nor drafted by a public authority or official could be considered to be 'extrajudicial'.

30 In those circumstances, the Juzgado de Primera Instancia No 7 de Las Palmas de Gran Canaria (Court of First Instance No 7, Las Palmas de Gran Canaria) decided to stay the proceedings and to refer the following questions to the Court of Justice for a preliminary ruling:

'(1) Can a purely private document be considered an "extrajudicial document" within the meaning of Article 16 of Regulation No 1393/2007, regardless of whether it was issued by a non-judicial public authority or official?

(2) If so, can any private document whatsoever be considered an extrajudicial document or must it meet certain specific requirements?

(3) Supposing that the private document meets those requirements, may an EU citizen request service under the procedure laid down in Article 16 of Regulation No 1393/2007 as currently in force, when he has already effected such service through another non-judicial public authority such as a notary?

(4) Lastly, is it necessary, for the purposes of Article 16 of Regulation No 1393/2007, to have regard to the fact that the cooperation has cross-border implications and is necessary for the proper functioning of the internal market? When must it be understood that judicial cooperation has "cross-border implications and is necessary for the proper functioning of the internal market"?'

Consideration of the questions referred

The first and second questions

31 By its first and second questions, which it is appropriate to examine together, the referring court asks, in essence, whether, and where relevant, under what conditions Article 16 of Regulation No 1393/2007 must be interpreted as meaning that the concept of an 'extrajudicial document' referred to in that article includes a private document which has not been drawn up or certified by a public authority or official.

32 In order to provide a useful answer to those questions, it should be recalled at the outset that, as regards the concept of an 'extrajudicial document' referred to in Article 16 of Regulation No 1348/2000, which was repealed and replaced by Regulation No 1393/2007, the Court has already held that it must be regarded as an autonomous concept of EU law (judgment in *Roda Golf & Beach Resort*, C-14/08, EU:C:2009:395, paragraphs 49 and 50). As the Advocate General has also stated in point 46 of his Opinion, there is no reason for not interpreting by analogy the same concept of an 'extrajudicial document' as referred to in Article 16 of Regulation No 1393/2007.

33 In that respect, it should also be noted, as the Court has already held, that the concept of an 'extrajudicial document' must be given a broad definition and cannot be limited to documents that are connected to legal proceedings alone; it may include documents drawn up by notaries (see, to that effect, judgment in *Roda Golf & Beach Resort*, C-14/08, EU:C:2009:395, paragraphs 56 to 59).

34 However, it cannot be inferred from those findings alone whether, in the absence of legal proceedings, such a concept includes only documents drawn up or certified by a public authority or official, or whether it also encompasses private documents.

35 Since the actual wording of Article 16 of Regulation No 1393/2007 does not specify its scope, in accordance with settled case-law of the Court, regard must, for that purpose, be had to the context of Article 16 of the regulation, the objectives pursued by the regulation and, where relevant, the preparatory work leading to its adoption (see judgments in *Drukarnia Multipress*, C-357/13, EU:C:2015:253, paragraph 22, and *Bund für Umwelt und Naturschutz Deutschland*, C-461/13, EU:C:2015:433, paragraph 30).

36 As regards its context first of all, the Court points out that Regulation No 1393/2007, which was adopted on the basis of Article 61(c) EC, lays down, as is stated in recital 1 in the preamble thereto, a system for intra-Community service of judicial and extrajudicial documents in civil or commercial matters in order to establish progressively an area of freedom, security and justice.

37 With this in mind, the Court also notes that, according to recital 2 in the preamble to Regulation No 1393/2007, that regulation aims to improve and expedite the transmission of judicial and extrajudicial documents in civil or commercial matters for service between the Member States, in order to reinforce the proper functioning of the internal market (see, to that effect, judgments in *Alder*, C-325/11, EU:C:2012:824, paragraphs 29 and 34, and *Roda Golf & Beach Resort*, C-14/08, EU:C:2009:395, paragraph 54).

38 Nevertheless, since no conclusive guidance arises from those reflections on the scope of the concept of an 'extrajudicial document', it is therefore necessary to consider other relevant material in the preparatory work leading to the adoption of Regulation No 1393/2007, and, in particular, in the context of developments in the field of judicial cooperation in civil matters of which it forms a part (see, to that effect, judgment in *Weiss und Partner*, C-14/07, EU:C:2008:264, paragraph 50).

39 In that regard, it must be recalled that, even before Regulation No 1348/2000 entered into force, the Council had already adopted the 1997 Convention by act of 26 May 1997.

40 The 1997 Convention did not define the concept of an 'extrajudicial document'. However, the explanatory report on that convention, referred to in paragraph 6 above, stated in the commentary concerning Article 1 that the concept may be taken to cover documents drawn up by a public officer, for example a notarial deed or a writ, documents drawn up by Member States' official authorities but also private documents 'of a type or importance which require them to be transmitted and brought to the addressee's attention by official procedure'.

41 Although the 1997 Convention was not ratified by the Member States, it did nevertheless serve as a source of inspiration in drafting Regulation No 1348/2000, the adoption of which specifically aimed to ensure continuity in the results of the negotiations for the conclusion of that convention.

42 It is true that Regulation No 1348/2000 did not provide a precise and uniform definition of the concept of 'extrajudicial documents' either, and, under Article 17(b) of that regulation, the Commission was merely entrusted with the task of drawing up, in concert with the Member States, a glossary mentioning the acts which may be served. The information thereby communicated by the Member States was, in fact, for reference only (see judgment in *Roda Golf & Beach Resort*, C-14/08, EU:C:2009:395, paragraphs 46 and 47).

43 It is, however, clear from that glossary that, under the supervision of the Commission, the Member States had in various ways defined the documents which they considered could be served pursuant to that regulation (see judgment in *Roda Golf & Beach Resort*, C-14/08, EU:C:2009:395, paragraph 47) including in the category of extrajudicial documents, as the Advocate General has stated in point 36 of his Opinion, not only documents emanating from a public authority or official, but also private documents of specific importance within a given legal system.

44 It follows from the foregoing considerations taken as a whole that, in accordance with the guidance provided by the case-law cited in paragraph 33 above and as the Advocate General has stated in point 60 of his Opinion, the concept of an 'extrajudicial document', within the meaning of Article 16 of Regulation No 1393/2007, must be interpreted as encompassing both documents drawn up or certified by a public authority or official and private documents of which the formal transmission to an addressee residing abroad is necessary for the purposes of exercising, proving or safeguarding a right or a claim in civil or commercial law.

45 The cross-border transmission of such documents by means of the system of service laid down in Regulation No 1393/2007 also contributes to reinforcing, in the field of cooperation in civil or commercial matters, the proper functioning of the internal market and in establishing progressively an area of freedom, security and justice in the European Union.

46 In the light of the foregoing, the answer to the first and second questions is that Article 16 of Regulation No 1393/2007 must be interpreted as meaning that the concept of an 'extrajudicial document' referred to in that article encompasses not only documents drawn up or certified by a public authority or official but also private documents of which the formal transmission to an addressee residing abroad is necessary for the purposes of exercising, proving or safeguarding a right or a claim in civil or commercial law.

The third question

47 By its third question, the referring court asks, in essence, whether Regulation No 1393/2007 must be interpreted as meaning that service of an extrajudicial document can be effected pursuant to the detailed rules laid down by that regulation even where an earlier service has already been effected through another means of transmission.

48 It should be noted, at the outset, that it is neither entirely clear from the documents before the Court nor the information provided by the parties at the hearing whether the earlier service referred to in the question was effected through a means of transmission not provided for in Regulation No 1393/2007 or through another of the means of transmission laid down by that regulation.

49 In those circumstances, so as to provide a useful answer to the referring court, it is, first, necessary to examine the case in which an applicant has effected an earlier service under detailed rules not provided for in Regulation No 1393/2007.

50 In that regard, suffice it to note that the wording of Article 1(1) of Regulation No 1393/2007 makes clear that that regulation is applicable in civil and commercial matters 'where a[n] … extrajudicial document has to be transmitted from one Member State to another for service there' (judgment in *Alder*, C-325/11, EU:C:2012:824, paragraph 20).

51 Against that background, as the Court has already held, Regulation No 1393/2007 provides for only two situations in which the service of a document between Member States falls outside its scope and cannot be carried out by the means put in place by it, namely, first, where the permanent or habitual residence of the addressee is unknown and, second, where that person has appointed an authorised representative in the Member State where the judicial proceedings are taking place (see judgment in *Alder*, C-325/11, EU:C:2012:824, paragraph 24).

52 It is thus common ground, as the Advocate General has noted in point 75 of his Opinion, that Regulation No 1393/2007 does not provide for any other exception to the use of the means laid down for the transmission of an extrajudicial document between Member States in the case where an applicant has already effected an initial service of the same document through a means of transmission other than that laid down by the regulation.

53 It follows that, in the case considered, the cross-border service of an extrajudicial document pursuant to the means of transmission laid down in Regulation No 1393/2007 remains possible.

54 In the second place, as regards the consequences related to the case in which an applicant effects an earlier service pursuant to the detailed rules laid down by Regulation No 1393/2007, the Court notes that, by virtue of Article 16 thereof, the regulation lays down various means of transmission applicable to the service of extrajudicial documents exhaustively (see judgment in *Alder*, C-325/11, EU:C:2012:824, paragraph 32).

55 In particular, Article 2 of Regulation No 1393/2007 provides that the service of judicial documents is, in principle, to be effected between the transmitting agencies and the receiving agencies designated by the Member States (judgment in *Alder*, C-325/11, EU:C:2012:824, paragraph 30).

56 In addition, Regulation No 1393/2007 provides, in Section 2, for other means of transmission, such as transmission by consular or diplomatic channels, as well as service by diplomatic or consular agents, service by postal services, or even, on request by any interested party, directly through the judicial officers, officials or other competent persons of the Member State addressed (judgment in *Alder*, C-325/11, EU:C:2012:824, paragraph 31).

57 Against that background, it must nevertheless be made clear, first, that Regulation No 1393/2007 did not establish a hierarchy between the various means of transmission that it put in place (judgments in *Alder*, C-325/11, EU:C:2012:824, paragraph 31, and *Plumex*, C-473/04, EU:C:2006:96, paragraph 20).

58 Second, it should be noted that, as the Advocate General has stated in points 78 and 79 of his Opinion, in order to ensure an expedient cross-border transmission of the relevant documents, Regulation No 1393/2007 neither entrusts the transmitting or receiving agencies, nor the diplomatic or consular agents, the judicial officers, officials or other competent persons of the Member State addressed with the task of determining whether the reasons for which an applicant may wish to effect service of a document through the means of transmission laid down are appropriate or relevant.

59 It follows from the foregoing considerations that, as regards the service of extrajudicial documents, an applicant is perfectly entitled not only to choose any of the means of transmission laid down by Regulation No 1393/2007, but also to resort, simultaneously or successively, to two or more of the methods of service which he deems the most suitable or appropriate in the light of the circumstances of the case (see, to that effect, judgment in *Plumex*, C-473/04, EU:C:2006:96, paragraphs 21, 22 and 31).

60 Consequently, service of an extrajudicial document pursuant to one of the means laid down by Regulation No 1393/2007 remains valid, even where an earlier transmission of that document has already been effected by a means other than those laid down in the regulation.

61 In the light of the foregoing considerations taken as a whole, the answer to the third question is that Regulation No 1393/2007 must be interpreted as meaning that service of an extrajudicial document, pursuant to the detailed rules laid down by that regulation, can be effected even where the applicant has already effected an earlier service of that document through a means of transmission not provided for in the regulation, or through another of the means of transmission put in place by it.

The fourth question

62 By its fourth question, the referring court asks, in essence, whether Article 16 of Regulation No 1393/2007 must be interpreted as meaning that, for the purposes of that article, it is necessary to ascertain, on a case-by-case basis, whether the service of an extrajudicial document has cross-border implications and is necessary for the proper functioning of the internal market.

63 In the first place, as regards cross-border implications, suffice it to recall that Regulation No 1393/2007 is a measure which, as set out in Articles 61(c) EC and 65 EC, falls precisely within the area of judicial cooperation in civil matters that have cross-border implications (see, to that effect, judgment in *Roda Golf & Beach Resort*, C-14/08, EU:C:2009:395, paragraph 53).

64 Thus, Article 1(1) of Regulation No 1393/2007 expressly states that, subject to the areas excluded, it applies in civil and commercial matters where a judicial or extrajudicial document has to be transmitted ‘from one Member State to another’ for service there.

65 As a result, since the cross-border implications of the transmission of a judicial document or, as in the present case, of an extrajudicial document constitute an objective condition for the applicability of Regulation No 1393/2007, those implications must be considered, without exception, to be necessarily satisfied where the service of such a document falls within the scope of that regulation, and must therefore be effected in accordance with the system established by the regulation.

66 In the second place, as regards the proper functioning of the internal market, it is common ground that that element constitutes the primary objective of the system of service laid down by Regulation No 1393/2007, as is set out in recital 2 in the preamble thereto (see, to that effect, judgment in *Roda Golf & Beach Resort*, C-14/08, EU:C:2009:395, paragraph 55).

67 Against that background, in so far as all the means of transmission of judicial and extrajudicial documents laid down by Regulation No 1393/2007 have been put in place expressly in order to obtain that objective, it is reasonable to consider that, once the conditions for the application of those means of transmission are satisfied, the service of such documents necessarily contributes to the proper functioning of the internal market.

68 As a result, as the Advocate General has also stated in point 71 of his Opinion, the proper functioning of the internal market cannot be considered an element to be examined prior to every service effected pursuant to the detailed rules established by Regulation No 1393/2007 and, in particular, to Article 16 of that regulation.

69 In the light of the foregoing considerations taken as a whole, the answer to the fourth question is that Article 16 of Regulation No 1393/2007 must be interpreted as meaning that, where the conditions of that article are satisfied, it is not necessary to ascertain, on a case-by-case basis, whether the service of an extrajudicial document has cross-border implications and is necessary for the proper functioning of the internal market.

Costs

70 Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the national court, the decision on costs is a matter for that court. Costs incurred in submitting observations to the Court, other than the costs of those parties, are not recoverable.

On those grounds, the Court (First Chamber) hereby rules:

1. **Article 16 of Regulation (EC) No 1393/2007 of the European Parliament and of the Council of 13 November 2007 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters (service of documents), and repealing Council Regulation (EC) No 1348/2000, must be interpreted as meaning that the concept of an 'extrajudicial document' referred to in that article encompasses not only documents drawn up or certified by a public authority or official but also private documents of which the formal transmission to an addressee residing abroad is necessary for the purposes of exercising, proving or safeguarding a right or a claim in civil or commercial law.**

2. **Regulation No 1393/2007 must be interpreted as meaning that service of an extrajudicial document, pursuant to the detailed rules laid down by that regulation, can be effected even where the applicant has already effected an earlier service of that document through a means of transmission not provided for in the regulation, or through another of the means of transmission put in place by it.**

3. **Article 16 of Regulation No 1393/2007 must be interpreted as meaning that, where the conditions of that article are satisfied, it is not necessary to ascertain, on a case-by-case basis, whether the service of an extrajudicial document has cross-border implications and is necessary for the proper functioning of the internal market.**

[Signatures]